



South Carolina Department of Health
and Environmental Control

**BUREAU OF
BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES**

2600 Bull Street

Columbia, SC 29201-1708

Telephone: (803) 898-3501 Fax: (803) 898-3505

<http://www.scdhec.net/procurement>

REQUEST FOR PRICE QUOTATION

THIS IS NOT AN ORDER

Quotation must be received by Date: June 22, 2010 Time: 2:30 pm ET	Mail or fax quotation to above address to ATTN.: E. Madison Winslow <i>E. Madison Winslow</i>	Solicitation No.: RFQ-38047-6/22/10-EMW	Date Issued: June 9, 2010
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Description: Contract to provide compressed gases to the DHEC Radiological Environmental Monitoring Division.

NOTE: SEE ATTACHED SHEETS FOR SPECIFICATIONS, BIDDING SCHEDULE, PROVISIONS AND CLAUSES

MUST BE SIGNED TO BE VALID

By signing this request for quotation, I certify:

- This request for quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting bid for the same materials, supplies, or equipment and is in all respects fair and without collusion for fraud.

By signing this request for quotation, I agree:

- To abide by all conditions of this request for quotation and certify and I am authorized to sign this quotation for the bidder.
- If this quotation is accepted within 60 days from date of opening, to furnish any and all items/services at the prices quoted.

Drug-Free Workplace: Required by Section 44-107-10 (Drug Free Workplace Act) of the South Carolina Code of Laws, 1976, as amended. By submission of a bid, the bidder certified that he/she will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.

Authorized Signature		Printed Name		Date Signed
Company			Social Security or Federal Tax Number	
Mailing Address			Area Code and Phone Number	
City	State	Zip Code	Toll Free Phone Number	
E-mail Address			Fax Number	

Any amendments to this solicitation will be posted at <http://www.scdhec.net/procurement>

Bidders are responsible for checking this site for any applicable amendments or other documents related to this solicitation.

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PURPOSE and SCOPE OF WORK

Contract to provide compressed gases to the DHEC Radiological Environmental Monitoring Division. located at 2600 Bull Street, Columbia, S. C., in accordance with all requirements as stated herein.

SPECIAL CONDITIONS

1. **AWARD:** The award will be made by total to the lowest responsible and responsive bidder.
2. This Request for Quotation must be received in DHEC Division of Procurement Services by June 22, 2010 by 2:30 p.m. ET.
3. A faxed quotation is acceptable. The fax number is 803-898-3505.
4. **MAXIMUM CONTRACT PERIOD:** From July 1, 2010 through June 30, 2015
This is a one-year contract with four mutual one-year options to renew.
5. **TERM OF CONTRACT - EFFECTIVE DATE / INITIAL CONTRACT PERIOD:**
Initial Contract Period: From July 1, 2010 to June 30, 2011. The effective date of this contract is the first day of the Maximum Contract Period. The initial term of this agreement is one year from the effective date. This contract expires no later than the last date stated in the Maximum Contract Period.
6. **TERM OF CONTRACT / OPTION TO RENEW**
At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated in the Maximum Contract Period.
7. **TERM OF CONTRACT / TERMINATION BY CONTRACTOR**
Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.
8. **PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services” (JAN 2006)**
Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.
9. **INVOICING:** Invoices must be itemized and sent to the S. C. Department of Health and Environmental Control, 2600 Bull Street, Columbia, S. C. 29201, ATTN: Finance Division.
10. **CONTACT PERSON:** The contact person for this solicitation is:
E. Madison Winslow, CPPB, Procurement Manager
Bureau of Business Management – Division of Procurement Services
Telephone No.: (803) 898-3487
E-mail: winsloem@dhec.sc.gov
11. **DELIVER TO ADDRESS:** South Carolina Department of Health and Environmental Control
EQC – Bureau of Land and Waste Management
Emergency Response Team
8500 Farrow Road, Building 15
Columbia, S. C. 29203

SPECIFICATIONS

1. All cylinders are to be size T (9" x 60") or Size 300, have a capacity of contents of over 300 ft.³, with the exception of the PGS45 Dewar Cylinders.
2. All PGS45 and PGS240 Dewar cylinders MUST be furnished with permanently fixed casters/cart to the bottom of each cylinder or steel dollie - casters to be steel 3" diameter, with easy maneuverability, support of 1,000 lbs. or more.
3. Upon receipt, all cylinders must have a Certificate of Analysis on each cylinder.
4. Vendor will be held liable for repair of any instrument damaged by using gases that do not meet specifications as outlined in the Certificate of Analysis.
5. All cylinders MUST fit existing regulators. No adaptors will be used between the cylinder and the adaptor. Existing regulators have Industrial Standard fittings.
6. TRACKING METHOD: The serial number of each cylinder will serve as the tracking mechanism for billing of cylinder contents and demurrage (rental).
 - A. Each cylinder will have a legible serial number. The serial number will be imprinted on the cylinder or decaled on the cylinder (tags attached to the cylinder showing the serial number is NOT acceptable).
 - B. The vendor will show the serial number of each cylinder on the following:
 - 1.) Delivery Ticket
 - 2.) Pickup and Return Receipt
 - 3.) Invoice for Contents and the Invoice for Demurrage (rental)
 - C. Problems with invoices will be resolved prior to the next billing period or DHEC will make payment according to its usage for contents and demurrage.
7. All gas cylinders are to be hydrostatically certified, checked every five years.
8. All gases will meet the purity levels (Guaranteed Analysis) specified herein.
9. The estimates herein are good faith estimates based on anticipated usage. The quantities may increase or decrease to reflect changes in workload, program support, or funding limitations.
10. DHEC reserves the right to delete and/or add additional cylinders, as they are needed. The contract administrator will issue the appropriate modifications to include specifications and cost.
 - a. If the vendor, any time during the contract, would like to make any changes to the contract, the changes must be submitted in writing to DHEC Division of Procurement Services. These changes require the approval of DHEC's Division of Procurement Services, followed by a written signed amendment to the contract.
11. The South Carolina Department of Health and Environmental Control (DHEC) assumes no responsibility for any compressed gas cylinders other than those covered by the contract and identified on DHEC's purchase order.
12. Prices to include all cost for gases, delivery and the picking up and returning of empty cylinders to the contractor's location.

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BIDDING SCHEDULE:

ITEM 1. Nitrogen, Industrial, Liquid Form
 Low Pressure: 99.998% Minimum
 Moisture (ppm) - 3 ppm
 Moisture (Dew Point) < -92 degrees F
 Oxygen < 5 ppm
 THC < 3 ppm

All cylinders to be bolted on a movable cart.
 Estimated Usage - 1 each per week

Mfg. Name: _____ Product No.: _____

Cylinder Size: _____ Cylinder Capacity _____

Unit Price per cylinder: _____

Question	Mandatory/Optional	Multiple Responses Accepted?	Claim
Are you requesting the S.C. Resident Vendor Preference? See the S.C. Procurement Code, SECTION 11-35-1524(C)(1)(I)&(II) and "Procurement Preferences" on Pages 13-14 of this solicitation for more information. For Frequently Asked Questions on these preferences please see: www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
SC/US End Product preference . SECTION 11-35-1524, See "Procurement Preferences" on Pages 13-14. Select SC End Product preference if product is made, manufactured or grown in the S.C. Select US End Product preference if product is made, manufactured or grown in the U.S. Select No if not claiming a preference.	Mandatory	No	<input type="checkbox"/> No, Neither preference <input type="checkbox"/> Yes, US End Product Preference <input type="checkbox"/> Yes, SC End Product Preference

DEMURRAGE CHARGE PER CYLINDER PER MONTH: _____

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ITEM 2. Ultra P-10 Gas Mixture (Methane UHP 10%, Balance UHP Argon)
 Methane UHP 9.5 - 10.5%
 Argon UHP Balance
 Oxygen < 5 ppm
 Moisture < 1 ppm
 ECD Baseline Standing Voltage < 50 mV

Estimated Usage - 2 each per month

Mfg. Name: _____ Product No.: _____

Cylinder Size: _____ Cylinder Capacity _____

Unit Price per cylinder: _____

Question	Mandatory/Optional	Multiple Responses Accepted?	Claim
Are you requesting the S.C. Resident Vendor Preference? See the S.C. Procurement Code, SECTION 11-35-1524(C)(1)(I)&(II) and "Procurement Preferences" on Pages 13-14 of this solicitation for more information. For Frequently Asked Questions on these preferences please see: www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
SC/US End Product preference . SECTION 11-35-1524, See "Procurement Preferences" on Pages 13-14. Select SC End Product preference if product is made, manufactured or grown in the S.C. Select US End Product preference if product is made, manufactured or grown in the U.S. Select No if not claiming a preference.	Mandatory	No	<input type="checkbox"/> No, Neither preference <input type="checkbox"/> Yes, US End Product Preference <input type="checkbox"/> Yes, SC End Product Preference

DEMURRAGE CHARGE PER CYLINDER PER MONTH: _____

DELIVERY _____ DAYS ARO.

TOTAL BID PRICE (one of each cylinder type and demurrage cost for cylinder): \$ _____

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PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO COMPLETING RFQ

INSTRUCTIONS TO BIDDERS

DISCUSSIONS AND NEGOTIATIONS: By submission of a quotation, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder shall not discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder shall not discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Buyer responsible for the procurement. Infractions may result in rejection of the violator's quotation.

- 1) By submission of a bid, you are certifying that your company has not been debarred or suspended under OMB circular A-133 Compliance Supplement or otherwise from doing business in the State of South Carolina.
- 2) Unless otherwise required herein, only one signed copy of the Request for Quotation is required.
- 3) Quotations "faxed" directly to the DHEC Procurement Office are acceptable unless otherwise stated in this package.
- 4) Quotations, amendments thereto or withdrawal request must be received by the time advertised for bid closing. It is the bidder's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in this solicitation document. Any withdrawal request received after the time of the bid closing shall be governed by State Regulation 19-445.2085.
- 5) When specifications or descriptive papers are submitted with the RFQ submission, enter bidder's name thereon.
- 6) Submit your signed RFQ on this form.
- 7) Bidders must clearly mark as "CONFIDENTIAL" each part of their quotation which they consider to be proprietary information that could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. DHEC reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, DHEC or its agents for its determination in this regard.
- 8) By submission of a quotation, you are guaranteeing that all goods and services meet the requirements of this solicitation during the contract period.
- 9) **Tie quotations** will be resolved as outlined in section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
- 10) **Taxes:** Prices are to be exclusive of all sales, use and like taxes.
- 11) **Correction of errors on this RFQ form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the quotation. Erasures or use of typewriter correction fluid may be cause for rejection. No quotation shall be altered or amended after the time specified for the bid closing.
- 12) **Ambiguous quotations** which are uncertain as to terms, delivery, quantity or compliance with this solicitation may be rejected or otherwise disregarded.
- 13) **Failure to respond** to three consecutive RFQs may result in removal of bidder's name from the mailing list.

GENERAL PROVISIONS

- 14) **Unit prices** will govern over extended prices unless otherwise stated in this solicitation.
- 15) **Prohibition of Gratuities:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina States: "Whoever gives or offers to any public official or public employee any compensation, including a promise of future employment, to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grand-parent or relative from making a gift to a child, grandchild, or other close relative for love and affection except as hereafter provided".
- 16) **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. DHEC reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
- 17) **Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this quotation or to the subsequent contract.
- 18) **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Office. Neither DHEC nor the Procurement Officer shall be legally bound by any amendment or interpretation that is not in writing.
- 19) **Award Criteria:** Awards shall be as indicated herein to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this solicitation. Award may take longer than fourteen days. A copy of the award notice should be posted on the Procurement Bulletin Board located at 2600 Bull Street in the Aycock Building directly across from the Personnel Division and next to the Bureau of Business Management's Procurement Services Division.
- 20) **Rejection:** (In accordance with Regulation: 19-445-2070) DHEC reserves the right to reject any bid: (1) which fails to conform to the essential requirements of the invitation for bid; (2) alternate bids which do not conform to the specifications contained or referenced in the invitation for bid; (3) which fails to conform to the delivery schedule; (4) when the bidder attempts to impose

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conditions which would modify requirements of the invitation for bid or limit his liability to the State; (5) if the procurement officer determines in writing that it is unreasonable as to price; (6) when a bid guarantee is required and a bidder fails to furnish; (7) which is unsigned.

- 21) **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the DHEC Procurement Office in writing so as to be received five days prior to the closing date. Notification may be "faxed" to the DHEC Procurement Office, (803) 898-3505. The solicitation may or may not be changed but a review of such notification will be made prior to award.
- 22) **Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (1) the bidding schedule, (2) general provisions and general conditions, (3) instruction to bidders, (4) special provisions or special conditions of the contract whether incorporated by reference or otherwise, and (5) the specifications.

GENERAL CONDITIONS

- 23) **Contract Administration:** Questions or problems arising after award of this solicitation/contract shall be directed to the DHEC Procurement Office, 2600 Bull Street, Columbia, SC, 29201-1708. Reference the solicitation and contract number.
- 24) **Default:** In case of default by the contractor, DHEC reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
- 25) **Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. But in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule(s).
- 26) **Save Harmless:** (This General Condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and DHEC and all its officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. The bidder shall have no liability to DHEC if such patent, trademark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.
- 27) **Publicity Releases:** By submission of a quotation, the contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by DHEC or user.
- 28) **Tax Credit Availability:** Bidders interested in income tax credit availability by subcontracting with Certified Minority Firms should contact the Office of Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, 29201. (803-734-0564)
- 29) **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- 30) **Assignment:** Unless otherwise indicated in this solicitation, no contract or its provisions may be assigned, sublet, subcontracted, or transferred without the prior written consent of the DHEC Procurement Office.
- 31) **Termination:** Any contract resulting from this solicitation may be terminated by DHEC by providing a thirty-day advance notice in writing to the successful contractor.
- 32) **Non-Appropriations:** Any contract entered into by DHEC resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 33) **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notification, then DHEC shall negotiate reasonable applicable termination costs.
- 34) **Cause:** Any contract resulting from this solicitation may be terminated without advance notice by DHEC for cause, default or negligence on the part of the successful contractor.
- 35) **S.C. Law Clause:** Upon award of a contract under this quotation, the person/partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State. By submission of a quotation, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State of South Carolina.
- 36) **Quality of Product:** (This general condition does not apply to solicitations for printing or service requirements). Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Section 11-35-310 of the SC

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Procurement Code, if items that are other than new (i.e., remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five days in advance of the RFQ closing date. Written permission must be obtained from the DHEC Procurement Office.

- 37) **Compliance with Federal Requirements:** S.C. State or Federal requirements that are more restrictive shall be followed in bidding, awarding and performance of this contract.
- 38) **Drug-Free Workplace:** Required by Section 44-107-10 (Drug Free Work-Place Act) of the SC Code of Laws, 1976, as amended. By submission of a quotation, the bidder certifies that he will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.
- 39) **Confidentiality Policy:** The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains.
- 40) **Item Substitution:** No substitution of items will be allowed on any purchase made from the awarded contract without written permission from the DHEC Procurement Office.
- 41) **Outside Contractor Program:** If applicable to scope of contract, contracted employees working on DHEC properties are entitled to information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to information about hazardous chemicals brought to the facilities by contractors. In order to assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:
 - a. Obtain written assurance that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be provided by the contractor at the contractor's expense. (This includes SC State General Services employees).
 - b. Require the contractor to notify the DHEC Bureau of Business Management or the appropriate DHEC unit Director when introducing hazardous chemicals into DHEC work areas, which may harmfully expose DHEC employees. If the contractor is introducing such hazardous chemicals into any DHEC facility or onto DHEC property, the contractor shall provide the DHEC Division of Procurement Services or the DHEC unit Director copies of the Material Safety Data Sheets (MSDS) for those chemicals. The DHEC Division of Procurement Services or the DHEC unit Director should provide appropriate information to the DHEC employees before the contractor(s) enter any DHEC facility with chemicals.
- 42) DHEC reserves the right to refuse to allow any contractor to bring any chemical onto DHEC property. DHEC also reserves the right to refuse to allow any contractor to bring certain quantities of chemicals on DHEC property. Any written assurances, MSDS's or correspondence required must be submitted prior to beginning any aspect of the contract.
- 43) **Travel:** As applicable, reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employee travel and in accordance with guidelines established by DHEC.

SPECIAL PROVISIONS

- 44) **FOB Destination:** All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier. Quotations received otherwise may be subject to rejection.
- 45) **Shipping/Delivery Charges:** Unless otherwise indicated in the "Special Conditions", any applicable shipping, delivery, assembly or installation charges are to be indicated on the bidding schedule herein.
- 46) **Specifications:** The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The bidder to include with his quotation supporting product data sufficient for DHEC to determine equality and acceptability. DHEC reserves the right to reject any offering in which the items offered are considered unsatisfactory in any manner. DHEC will determine if minor deviations from the listed features or performance are acceptable.
- 47) **Confidentiality:** The Contractor and all contracting employees shall not discuss, disclose, release, divulge or otherwise communicate, any confidential information as to personal facts and circumstances observed or overheard while performing work pursuant to this contract. The Contractor and all contracting employees, their agents, personal representatives and assigns, shall be fully liable and accountable for any resulting damage or injury to any person, institution or DHEC.